

MOSES KOTANE LOCAL MUNICIPALITY



BY-LAW RELATING TO THE HIRE OF PUBLIC HALLS, ROOMS AND SPORTSFIELDS

Original Council Approval		Amended
Date of Council Approval	28 May 2020	
Resolution Number	Item 173/05/2020	
Effective Date	1 July 2021	

The Moses Kotane Local Municipality acting in terms of section 156(2) of the Constitution of the Republic of South Africa Act 1996, (Act 108 of 1996) read with section 13 of the Local Government: Municipal Systems Act (Act 32 of 2000), hereby publishes the following by-law made by the Municipality which by-law will come into effect on the first day of the month following the date of publication hereof.

1. Definitions

Unless the context indicates differently, the words used in the bylaws as follows shall have the meanings as defined:

“**Caretaker**” means the person appointed by the Municipality from time to time to take care of the centre;

“**Deposit**” means the deposit, as set out in the tariff of charges, which is payable to safeguard the Municipality against breakages, which deposit shall be refunded after the function if it appears that no damage has been either to the hall or its requirements;

“**Hall**” shall mean any hall which belongs to the Municipality and which is made available to the public for private use and room shall have a corresponding meaning;

“**Hirer**” means the person who signed the application and agreement form for the hire of the hall and, if the form is signed on behalf of a club, school, firm, church or other organisation, also such club, school, firm, church or organisation.

“**Municipality**” means the Moses Kotane Local Municipal Council and includes the Mayor, Political Office Bearers, Political Structures, Municipal Manager and any Official who has delegated powers in terms of Section 59 of the Local Government Municipal Systems Act (Act 32 of 2000);

“**Municipal Manager**” means the person appointed in terms of Section 82 of the Local Government Municipal Structures Act 1998, (Act 117 of 1998).

“Official use” Political parties; government departments; SALGA and Churches.

2. Letting

(1) Applications for the hire of the hall or room shall be dealt with in the order in which they are received.

(2) Persons who apply for the hire of the hall or room shall do so in writing to the Municipal Manager and complete the prescribed application and agreement form.
(Consultation with Ward Councillor)

(3) The person who signed the application form on behalf of the club, school, church, firm or other organisation, shall be jointly and severally responsible with such organisation, whether criminally or civilly for the observance of these bylaws.

(4) The Municipality reserves the right to refuse to let the hall or room without assigning its reasons therefore or to cancel any booking thereof:-

(a) if the intended function does not meet with the approval of the Municipality or

(b) if the hall or room, furniture or equipment is, in the opinion of the Municipal Manager, likely to be damaged by persons attending the function; or

(c) if the hall or room is required for a purpose which, in the opinion of the Municipal Manager, should take precedence.

(5) In the event of a refusal or cancellation as intended in subsection (4), no compensation (excepting the refunding of the appropriate hall fee and deposit) shall be payable to the hirer for any loss which he may suffer by reason of such refusal or cancellation.

3. Payment of charges

(1) No reservation shall be confirmed unless the full hire fee plus the required deposit is paid at the time of the application for reservation, and no tickets, invitations or notices may be printed or distributed until such time as the reservation has been accepted.

(2) The hirer should not be allowed to enter into occupation of the hall unless and until the full hire fee has been paid.

(3) The hiring of any hall includes the use of the hall as well as the kitchen, rooms and equipment thereof including the site on which it is situated.

(4) The hire fee, as set out in the tariffs of charges, shall be payable in advance and includes the usual cleaning of the building, caretaker's fees and lighting as well as the use of the available facilities, equipment and seating.

(5) The Municipality may grant the use of the hall free of charge on such occasions, as it may deem advisable and in the public interest.

(6) The Municipality reserves the right to exempt certain organisations

4. Postponement and Cancellation

(1) A hirer may, on good cause shown, postpone a reservation for maximum period of 30 days, and provided written notification thereof is given to the Municipal Manager at least 7 days prior to such postponement and, in the opinion of the Municipal Manager no other hirer will be prejudiced thereby, he may permit such postponement without forfeiture of the hire fee, failing which such postponement shall be regarded as a cancellation and the hirer shall forfeit the full hire fee.

(2) A hirer may cancel the reservation of the hall or room, provided that he shall give the Municipal Manager notice of the cancellation at least 7 days before the reserved date, in which case the rental paid in respect of such reservation, less 25% shall be refunded to him or otherwise stated.

5. Admission of Public

(1) The hirer shall be responsible for all arrangements in connection with the admission of the public to the hall or room, the sale of tickets, the provision of ushers and all such staff and officials (including police and protection officials) as may be necessary to ensure that the function takes place in a controlled and orderly manner.

(2) The hall or room shall be let to the hirer on the condition that there shall be no extraordinary crowding and that the number of persons allowed into the hall or room shall be limited to the available seating accommodation. When the available seating accommodation has been occupied, the hirer shall prohibit the admission of any person in order to prevent that such seating accommodation is exceeded.

(3) No persons shall be allowed to congregate or gather in the passages, aisles or doorways of the facility hired in terms of these bylaws.

(4) Official time is from 7:30am to 4:00 pm and thereafter after hours rates will apply

6. Disclaimer

Under no circumstances shall the Municipality be liable for:-

(a) any damage or loss suffered by any person owing to any defect in the hall, the electrical installation or any insufficiency or interruption of the power supply to the hall;

(b) any damage or loss of any property or articles which the hirer or anyone else brings or leaves on the premises or in the hall for his use or purpose, or injury to any persons or loss of or damage to any clothing of such persons entering the premises or making use of the equipment and, by signing the application and agreement form, the hirer indemnifies the Municipality in respect of any claim which any person or persons may institute on any ground whatsoever;

(c) any loss or damage suffered by the hirer as a result of a failure or defect in the machinery, appliances or lighting apparatus for the lighting of the hall or room or of any other equipment howsoever caused.

7. Liability of Hirer for Damage

(1) The hirer shall be liable for any breakage or other damage of whatsoever nature effected or caused to the hall or room, its apparatus or equipment during his occupation of the hall. If the hirer on receipt of the keys of the hall or room should find any furniture, equipment or other property to be defective, damaged or broken, then he must, without delay, draw the caretaker's attention thereto before he takes the hall, furniture or equipment into use, failing which it shall be deemed that such damage or defect originated during the period in which it was used by the hirer.

(2) Excepting the rental, the hirer shall also pay in a deposit (as set out in the tariffs of charges), which deposit shall be used to offset any possible damage or loss to the centre or its equipment. In the event of the damage exceeding the aforementioned deposit, the hirer shall be liable for such excess.

(3) After each function the hall shall be inspected by the caretaker and the hirer, or anyone authorised by or on behalf of the hirer, and any damage or defects shall be noted.

8. Responsibility of Hirer

(1) The hirer shall observe the provisions of any laws, ordinances and municipal bylaws in the conduct of the function, show or performance for which the hall or room has been let to him and he shall not permit or allow any breach thereof;

(2) The hirer shall also not allow the function, show or performance to be conducted in such a way that it creates an excessive noise or nuisance or that it militates against the good morals of the community or gives offence to a certain part or group of the community.

(3) The hirer must instruct the caretaker by no later than 16:00 on the day prior to that upon which any concert or entertainment is to be given, as to the manner in which the seats are to be arranged.

(4) The cloak rooms, toilets and ancillary rooms shall be in the care and custody of the hirer, who must provide their own attendants and be responsible for any loss that may occur.

9. Right of Admission Reserved

(1) The hirer is hereby given the right to reserve admission to the hirer hired by him and is held responsible for the due consideration of the public morals and orderly conduct of matters during his occupation of the hall or room.

(2) The caretaker or any other authorised officer of the Municipality shall be entitled at all times to enter the hall or room in order to ensure that the provisions of these bylaws are strictly observed.

10. Moving and Removal of Furniture

No furniture or articles of any nature whatsoever, or by whomsoever, shall be moved inside the hall or removed therefrom without the permission, and under the direct supervision, of the caretaker

11. Decorations and Posters

No person shall:-

(a) affix or display any mural decoration of any nature whatsoever or any interior or exterior decorations, flags, banners, emblems, posters or notices or similar showpieces in or on any portion of the hall or room without the approval of the Municipal Manager;

(b) display any posters or similar advertisements at the entrance to the centre, except on the special display board provided by the Municipality for that purpose;

(c) affix any screws, nails, adhesive tape of similar fixing materials in or on any portion of the hall.

12. Smoking Prohibited

No person shall smoke in any room or portion of the hall or any room except where a notice is displayed indicating that smoking is permitted in terms of National Legislation.

13. Electrical Lighting and Appliances

All electrical lighting and appliances in the hall shall be controlled by the caretaker or other authorised officer of the Municipality, and no other appliances or equipment excepting those supplied by the Municipality, may be used in the hall without the permission of the caretaker.

14. Copyright Consent

(1) The letting of the hall in terms shall not be deemed to convey any consent by the Municipality for the performance or exhibition of any musical or other work without the consent of the owner of the copyright thereof in any form, including the performing right. The hirer shall be bound to obtain the consent of any such owner as may lawfully be required and if so required by the Municipal Manager or any other authorised officer of the Municipality shall produce on demand proof of the grant of such consent prior to any such performance or exhibition.

(2) By signing the application and agreement form, the hirer shall indemnify the Municipality from and against any claim for an injunction, damages or otherwise and for costs, including costs between attorney and client, that may be made against it by reason of any infringement of the copyright by the hirer and any agent, employee or servant of the hirer.

15. Regulations of Performances

(1) The Municipality reserves the right to demand, in writing, a preview of any performance, film or other exhibition open to all members of the Municipality before the performance, film or other exhibition is publicly shown in order to determine whether it is undesirable for public exhibition, and unless such preview is granted and until the Municipality's written approval of such a public exhibition is granted, the hiring of the hall or room shall be deemed to be cancelled, and no compensation shall be payable by the Municipality to the hirer in respect of any loss which he may sustain by reason of such cancellation.

(2) The Municipality reserves the right in the case of a performance, film or other exhibition which has already been publicly shown and which is considered by the Municipality to be undesirable for such public showing, to prohibit any repetition thereof in the hall and to cancel any agreement with the hirer, and no compensation shall be payable by the Municipality to the hirer in respect of any loss which he may sustain by reason of such cancellation.

(3) Should the hirer use the hall or room for any performance, film or other exhibition he shall provide qualified personnel, operators and servants at his own expense.

(4) The hirer shall ensure that no liquor or dangerous weapon is taken into the hall or room by anyone unless it is done in compliance with National Legislation in that regard.

16. Prohibition of Certain Acts

(1) No bar for the sale of alcoholic beverages shall be kept in the hall during a function unless it is a function in respect of which the Municipality has authorised the sale of alcoholic beverages, in which case the hirer shall take all steps necessitated by law.

(2) No person shall switch off the lights of the hall intentionally while the building is open to the public.

(3) No person shall lock or close a door intended for entrance or exit in case of emergency in such a way that it cannot instantly be opened without the use of a key or other instrument.

17. Compliance with Bylaws

Should any of the provisions of this bylaw not be complied with, the Municipal Manager shall be empowered at any time to cancel the hire if the hall or room, and no compensation shall be payable by the Municipality to the hirer for any loss, of whatever nature, by reason of such cancellation.

18. Trespassers Will be Prosecuted

No person shall enter the hall or room (or the premises on which the hall or room is situated) without the right to enter it, which right to enter shall emanate from the office held by such person in the employ of the Municipality or from the fact that the person is the hirer of the hall or from the fact that the person is allowed onto the premises by the hirer for a purpose in connection with the purpose for which the hall has been let. Trespassers on the premises will be prosecuted.

19. Offences and Penalties

Any person contravening any provision of these bylaws shall be guilty of an offence and upon conviction shall be liable to the fines determined by a Chief Magistrate of the Magistrate's Court with jurisdiction in the area in which the offence has been committed or imprisonment as determined by a competent court.

20. Hire of Sport fields and Play Grounds

The hire of sports fields/playgrounds shall be subject to the following conditions:-

- (a) hire fees must be paid in advance as provided for in the tariffs of charges;
- (b) suitable arrangements must be made with the relevant municipal departments for the supply of electricity (if required), and the control of traffic;
- (c) painting of the precast walls is permitted provided the walls are restored to their original condition within seven (7) days after the event;

(d) the use of ablution facilities is subject to the hirer providing the staff and materials to clean them and to the premises being left in a clean and tidy condition after the event;

(e) any excavations or holes in the ground must be suitably filled and the ground restored, to its original condition, (including levelling and regrassing where necessary);

(f) the hirer is responsible for restoring any damage that may be caused to the buildings within the facility;

(g) Suitable arrangements must be made with the Community Services Department for refuse removal.

(h) The sound levels from amplification equipment must be maintained at a reasonable level in order not to disturb the neighbours.

21. Repeal of by-laws

Currently the Municipality does not have a By-law which needs to be repealed.